Shayne Corey Cahill v Kaka Singh Dhaliwal (sued as registered public officer under Malaysian Racing Association)

HIGH COURT (KUALA LUMPUR) — ORIGINATING SUMMONS NO S1–24–1148 OF 2003
JAMES FOONG J
6 JANUARY 2005

Administrative Law — Exercise of judicial functions — Domestic tribunal — Whether courts may judicially review decisions of domestic tribunals — Circumstances in which court may review correctness of tribunal's decision

Administrative Law — Judicial review — Merits, consideration of — Domestic tribunal, decision of — Circumstances in which courts may review merits of domestic tribunal's decision

The plaintiff, as a visiting jockey riding for the Selangor Turf Club, was bound by the Racing Rules of the Malaysian Racing Association (MRA). He was charged with two racing offences by the Stipendiary Stewards. In respect of the first offence, he was convicted and sentenced to one year's suspension from racing. In respect of the second offence, he was convicted and sentenced to three year's disqualification and fined RM50,000. The three-year disqualification was ordered to run consecutive to the one-year suspension imposed for the first offence. His appeal with regard to the first offence was heard and dismissed on 30 April 2003 whereas his appeal in connection with the second offence was heard and dismissed on 26 June 2003. Soon after their decision in respect of the appeal concerning the second offence, the Racing Stewards realised they had made an error. They wrote to the plaintiff's solicitors on 30 June 2003 stating that they wished to reconvene to reconsider their decision on sentence. The plaintiff was requested to attend the reconvened meeting to make submissions on the appropriate sentence. The plaintiff however brought an action against the MRA's public officer. Confining his claim to the second offence, the plaintiff alleged inter alia: (1) he was not given an opportunity to mitigate before sentence was announced in the appeal; and (2) there was impropriety on the part of the Chief Stipendiary Steward and the Chairman of the Racing Stewards.

Held, dismissing the plaintiff's action with costs:

(1) Generally, the courts will not judicially review decisions of domestic tribunals except the correctness of the decision making process. The rational for this proposition is based on the principle that private or domestic tribunals derive their authority from the contract entered into between the parties in dispute. As such, if the terms of the contract specify the setting up of a tribunal to discipline a party to the contract

then the party so called upon to be disciplined should not question the decision meted down by such tribunal (see para 11); *Woon Kwok Cheng v HR Hochstadt & Ors* [1997] 2 MLJ 795 and *Ng Kim Chor v HR Hochstadt & Ors* [1998] 7 MLJ 19 referred.

(2) The court may examine the correctness of a decision when the matter in contention involves 'the right to earn a livelihood' and it is to see whether the tribunal has given a 'correct interpretation of the rules'. Only when these conditions arise, the courts will proceed to examine the decision on its merits to see whether the tribunal has correctly interpreted the rules. Otherwise, the courts will only review the decision making process (see para 14); *Lee v The Showmen's Guild of Great Britain* [1952] 2 QB 329 referred.

(3) The plaintiff and the Selangor Turf Club agreed to abide by the MRA Racing Rules, which formed part of their contract. Any breach of such rules, would therefore constitute a breach of the contract. Rule 18(2)(c) MRA Racing Rules permitted the Racing Stewards to review their previous decisions. Utilising this provision, they reconvened the hearing of the appeal and requested the plaintiff to attend. The plaintiff refused to cooperate or attend. When a provision under the agreement permits a party who has made a mistake to rectify the breach committed, and action is taken to attempt to rectify the mistake, then this party cannot be said to have breached any terms of the agreement when the aggrieved party refuses to allow such mistake to be corrected. In the instant case, the defendant admitted the Racing Stewards had committed an error. Immediately, the plaintiff was informed of this with a request to make arrangement to attend a reconvened meeting to rectify the mistake and to give the plaintiff a chance to address the Racing Stewards regarding the appropriate sentence to be passed. Since the plaintiff chose to ignore such move, the defendant could not be accused of having breached any of the terms of the contract to warrant the court to find that the decision making process was flawed (see para 21).

(4) The plaintiff's allegation of impropriety was only a bare allegation of impropriety. In any event, this allegation had become a non-issue since the Racing Stewards had decided to reconvene the appeal to review their decision on sentence. Since the plaintiff refused to accept this, the plaintiff could not use this issue to knock out the entire disciplinary proceedings (see para 24).

[Bahasa Malaysia summary

Plaintif, sebagai penunggang joki pelawat bagi Kelab Lumba Kuda Selangor, adalah terikat dengan Peraturan Perlumbaan Persatuan Perlumbaan Malaya ('MRA'). Beliau didakwa dengan dua kesalahan lumba oleh Stipendiary

Stewards. Berkenaan dengan kesalahan pertama, beliau disabitkan kesalahan dan digantung daripada perlumbaan selama setahun. Berkenaan dengan kesalahan kedua, beliau disabitkan kesalahan dan dihukum dengan tiga tahun ketidaklayakan dan denda sebanyak RM50,000. Ketidaklayakan selama tiga tahun tersebut diarahkan berkuatkuasa secara berturutan dengan pergantungan selama setahun yang dikenakan bagi kesalahan pertama. Rayuan beliau berkenaan dengan kesalahan pertama didengar dan ditolak pada 30 April 2003 dan rayuan berkenaan dengan kesalahan kedua didengar dan ditolak pada 26 Jun 2003. Sejurus selepas keputusan mereka berkenaan dengan kesalahan kedua, Racing Stewards menyedari bahawa mereka telah melakukan kesilapan. Mereka menulis kepada peguam plaintif pada 30 Jun 2003 menyatakan bahawa mereka berhajat untuk bersidang semula untuk menimbang semula keputusan mereka berkenaan dengan hukuman. Plaintif walau bagaimanapun, telah memulakan tindakan terhadap pegawai am MRA. Dengan membatasi tuntutannya kepada kesalahan kedua, plaintif mendakwa *inter alia*: (1) beliau tidak diberi peluang untuk mitigasi sebelum hukuman diumumkan dalam rayuan tersebut; dan (2) terdapat kelakuan yang tidak patut di pihak Ketua Stipendiary Steward dan Pengerusi Racing Stewards.

Diputuskan, menolak tindakan plaintif dengan kos:

(1) Secara amnya, mahkamah tidak akan membuat kajian semula kehakiman bagi keputusan tribunal domestik kecuali berkenaan dengan proses membuat keputusan yang betul. Rasional bagi usul ini adalah berdasarkan kepada prinsip bahawa tribunal persendirian atau domestik memperoleh autoriti daripada kontrak di antara pihak yang bertelingkah. Oleh itu, sekiranya terma kontrak memperuntukkan untuk mengadakan tribunal untuk mendisiplinkan sesuatu pihak kepada kontrak tersebut maka pihak tersebut tidak patut mempertikai keputusan yang dibuat oleh tribunal (lihat perenggan 11); *Woon Kwok Cheng v HR Hochstadt & Ors* [1997] 2 MLJ 795 dan *Ng Kim Chor v HR Hochstadt & Ors* [1998] 7 MLJ 19 dirujuk.

(2) Mahkamah boleh memeriksa betul atau tidak sesuatu keputusan apabila sesuatu perkara yang dipertikaikan melibatkan 'hak untuk menyara hidup' dan ianya adalah untuk melihat sama ada tribunal telah memberi 'interpretasi yang betul kepada peraturan-peraturannya'. Hanya apabila keadaan ini timbul, mahkamah akan meneruskan untuk memeriksa keputusan berdasarkan meritnya untuk melihat sama ada tribunal telah mentafsir peraturan dengan betul. Sekiranya tidak, mahkamah hanya akan membuat kajian semula ke atas proses membuat keputusan (lihat perenggan 14); *Lee v The Showmen's Guild of Great Britain* [1952] 2 QB 329 dirujuk.

(3) Plaintif dan Kelab Lumba Kuda Selangor bersetuju untuk mematuhi Peraturan Perlumbaan MRA, yang membentuk sebahagian daripada

kontrak mereka. Sebarang perlanggaran kepada peraturan tersebut akan membentuk perlanggaran terhadap kontrak. Peraturan 18(2)(c) Peraturan Perlumbaan MRA membenarkan Racing Stewards untuk membuat kajian semula terhadap keputusan mereka yang lepas. Dengan menggunakan peruntukan ini, mereka bersidang semula bagi pendengaran rayuan tersebut dan telah meminta plaintif untuk hadir. Plaintif menolak untuk bekerjasama atau hadir. Apabila sesuatu peruntukan di bawah perjanjian membenarkan sesuatu pihak yang telah membuat kesilapan untuk memperbetulkan kesilapan tersebut, dan tindakan telah diambil untuk membetulkannya, maka pihak itu tidak boleh dikatakan sebagai telah melanggar sebarang terma perjanjian itu apabila pihak yang terkilan telah menolak untuk membenarkan kesilapan tersebut diperbetulkan. Dalam kes ini, defendan telah mengakui bahawa Racing Stewards telah membuat kesilapan. Dengan segera, plaintif telah dimaklumkan berkenaan perkara ini dengan permintaan untuk membuat persediaan untuk menghadiri satu persidangan semula mesyuarat untuk memperbetulkan kesilapan dan untuk memberi plaintif peluang untuk mengajukan kepada Racing Stewards berkenaan dengan hukuman yang sesuai. Memandangkan plaintif telah memilih untuk mengabaikan tindakan tersebut, defendan tidak boleh dikatakan sebagai telah melanggar sebarang terma kontrak untuk membolehkan mahkamah untuk mendapati bahawa proses membuat keputusan adalah salah (lihat perenggan 21).

(4) Dakwaan oleh plaintif berkenaan kelakuan yang tidak patut adalah hanya merupakan satu tuduhan ketidakpatutan tanpa sokongan. Dalam apa-apa hal pun, tuduhan ini tidak menjadi isu sejak Racing Stewards telah memutuskan untuk membuat persidangan semula bagi rayuan tersebut untuk mengkaji semula keputusan mereka berkenaan hukuman. Memandangkan plaintif telah menolak untuk menerimanya, plaintif tidak boleh menggunakan isu ini untuk menjatuhkan keseluruhan prosiding disiplin (lihat perenggan 24).]

Notes

For cases on domestic tribunal, see 1 *Mallal's Digest* (4th Ed, 2002 Reissue) paras 98–101.

For cases on judicial review generally, see 1 *Mallal's Digest* (4th Ed, 2002 Reissue) paras 162–178.

Cases referred to

Chong Kok Lim & Ors v Yong Su Hian [1979] 2 MLJ 11 (refd)
Lee v The Showmen's Guild of Great Britain [1952] 2 QB 329 (refd)
Ng Kim Chor v HR Hochstadt & Ors [1998] 7 MLJ 19 (refd)
Singapore Amateur Athletics Association v Haron bin Mundir [1994] 1 SLR 47 (refd)
Woon Kwok Cheng v HR Hochstadt & Ors [1997] 2 MLJ 795 (refd)

Legislation referred to

Societies Act 1966 s 9

S Selvi (Gooi & Azura) for the plaitiff.
G Rajasingam (Shearn Delamore & Co) for the defendant.

James Foong J:

INTRODUCTION

[1] The plaintiff is an Australian. He is a professional jockey. He applied, and received approval from Selangor Turf Club to be a visiting jockey in March 2003. The Selangor Turf Club is a member of the Malaysian Racing Association (MRA) that regulates the profession and sport of horse racing in Malaysia & Singapore. By being accepted as a visiting jockey, the plaintiff has agreed to be bound by the MRA Racing Rules.

[2] On 30 March 2003, the plaintiff rode a horse by the name of 'Kim Music' on the second day of the Selangor Racing Meet. Subsequent to this race, on 4 April 2003, he was charged before the Stipendiary Stewards for not taking all reasonable and permissible measures throughout the race to ensure that the said horse was given full opportunity of winning or of obtaining the best possible placing in the said race. The Stipendiary Stewards found him guilty and imposed upon him a one year disqualification from racing. He appealed to the Racing Stewards, as is allowed under the MRA Racing Rules. On 30 April 2003 his appeal was dismissed and his conviction and sentence (imposed by the Stipendiary Stewards) were upheld.

[3] Before the above disciplinary action, the plaintiff participated in another race. This was the fourth race held on the fourth day of the Piala Emas Sultan Selangor Meet on 6 April 2003. At this race, he rode a horse named 'Jakisha'. And subsequently he was once again charged before the Stipendiary Stewards on 9 April 2003 for a similar sort of offence as described earlier. The particulars of this charge states:

(a) That having lost your off-side stirrup iron soon after the start, you make no serious attempt to regain its use. During this time you continually restrain your mount to the back of the field until approximately the 1000 meters mark, where it could not race to its best advantage.

(b) After entering the home straight in last position, you failed to ride with sufficient vigour and determination from the 300 meters mark to the finish when your mount was running on strongly.

[4] He was found guilty and the punishment meted was a three years disqualification from racing to run consecutively after the one year suspension imposed for the earlier offence in respect of the horse, Kim Music. Besides,

a fine of RM50,000 was also imposed. Dissatisfied, he appealed to the Racing Stewards. His appeal was heard on 20 June 2003 and was dismissed; the suspension and fine were maintained.

[5] According to the plaintiff, the Racing Stewards, at the hearing of this appeal, had originally waived the fine but after the intervention of the Chief Stipendiary Steward, who acted as the prosecuting officer in this appeal, the fine was re-imposed.

ENCLOSURE 1

[6] Discontented with these, the plaintiff filed this action in encl 1 for *interalia:*

(1) A declaration that the decisions of the Racing Stewards made on 20 June 2003 in respect of the two charges concerning horses Kim Music and Jakisha respectively are null and void for reason that the Stipendiary Stewards had not proved every ingredients of the charges against him.

(2) In respect of the second offence concerning horse Jakisha, the plaintiff contends that he was not given an opportunity to mitigate before the Racing Stewards confirmed the sentence imposed by the Stipendiary Stewards. This is wrong in law.

EVENTS SUBSEQUENT TO THE FILING OF ENCLOSURE 1

[7] On 25 June 2003, the plaintiff applied for an interim injunction to restrain the defendant from enforcing the sentences meted by the Racing Stewards pending the disposal of encl 1. He was partially successful. This court only granted his request in respect of the second charge concerning the horse called Jakisha but not for the first charge associated with horse Kim Music.

[8] Enclosure 1 was finally heard on 3 December 2004. By this time, the plaintiff was no longer desirous of continuing with this application concerning the first charge. And in respect of the second charge, his counsel informed this court that the plaintiff would drop the allegation that all the ingredients for the second charge were not proved. In short, the plaintiff would confine: (1) his claim on the failure of the Racing Stewards to allow him to mitigate before sentence and; (2) the impropriety which resulted in the re-imposition of the fine when it was originally waived.

ANALYSIS

[9] Before I proceed to analyse this case, it is necessary to explain the role of the defendant. He is a registered public officer of the MRA. In this capacity, the plaintiff has named him as the defendant under s 9 of the Societies Act 1966.

LEGAL PRINCIPLES TO BE APPLIED

[10] Before proceeding to analyse this case, it is necessary to ascertain what are the legal principles to be applied, particularly on the extent of indulgence in examining the decision of a domestic tribunal.

[11] It is settled law that courts, generally, would not judicially review decisions of domestic tribunals except the correctness of the decision making process — see *Woon Kwok Cheng v HR Hochstadt & Ors* [1997] 2 MLJ 795 and *Ng Kim Chor v HR Hochstadt & Ors* [1998] 7 MLJ 19. The rational for this proposition is based on the principle that these private or domestic tribunals derive their authority from the contract entered into between the parties in dispute. As such, if the terms of the contract specify the setting up of a tribunal to discipline a party to the contract then the party so called upon to be disciplined should not question the decision meted down by such tribunal. For example, in this instance case, the plaintiff having been accepted as a visiting jockey by the Selangor Turf Club upon his application to be one has agreed to abide by the MRA Racing Rules, which has provision for disciplining the plaintiff. But not contended with this generally accepted practice that the court should only confine itself to examine the correctness of the decision making process rather than the correctness of the decision itself on merits, the plaintiff's counsel attempts to convince me that this scope should be extended. The extent she said must be in line with what Lord Denning said in *Lee v The Showmen's Guild of Great Britain* [1952] 2 QB 329:

> It is very different with domestic tribunals which sit in judgment on the members of a trade or profession. They wield powers as great as, if not greater than, any exercised by the courts of law. They ban him from the trade in which he has spent his life and which is the only trade he knows. They are usually empowered to do this for any breach of their rules, which he has no real opportunity of accepting or rejecting. In theory their powers are based on contract. The man is supposed to have contracted to give them these great powers; but in practice they have no choice in the matter. If he is to engage in the trade, he has to submit to the rules promulgated by the committee. Is such a tribunal to be treated by these courts on the same footing as a social club? I say no. A man's right to work is just as important to him as, if not more important than, his rights of property. These courts have intervened every day to protect rights to property. They must also intervene to protect the right to work. But the question still remains: to what extent will the courts intervene? They will, I think, always be prepared to examine the decision to see that the tribunal has observed the law. This includes the correct interpretation of the rules. Let me give an illustration. If a domestic tribunal is given power by the rules to expel a member for misconduct, such as her for 'unfair competition', does that mean that the tribunal is the sole judge of what constitutes unfair competition? Suppose it puts an entirely wrong construction on the words 'unfair competition' and finds a member guilty of it when no reasonable person could so find, has not the man a remedy? I think that he has, for the simple reason that he has only agreed to the committee exercising jurisdiction according to the true interpretation of the rules, and not according to a wrong interpretation…

> This is a serious encroachment on his right to earn a livelihood, and it is, I think, not to be permitted unless justified by the contract into which he has entered. The courts have never allowed a master to dismiss a servant except in accordance with the terms of the contract between them. So also they cannot permit a domestic tribunal to deprive a member of this livelihood or to injure him in it, unless the contract, on its true construction, gives the tribunal power to do so.

[12] According to plaintiff's counsel, this passage has been accepted in our Federal Court in *Chong Kok Lim & Ors v Yong Su Hian* [1979] 2 MLJ 11 at p 23.

[13] But counsel for the defendant however repeatedly reminds me not to depart from the established principle and cited the case of *Singapore Amateur Athletics Association v Haron bin Mundir* [1994] 1 SLR 47 at p 59 where the Singapore Court of Appeal reiterated that:

> The jurisdiction of the courts in reviewing the decisions of domestic tribunals is clearly of a limited nature. The decision of such a tribunal cannot be attacked on the ground that it is against the weight of evidence. The function of the courts is to see that the rules of natural justice have been observed, and that the decision has been honestly arrived at. The court has no power to review the evidence for the purpose of deciding whether the tribunal came to a right conclusion. It is not the function of the court when exercising such supervisory jurisdiction to resolve issues of fact which are within the proper sphere of the tribunal's inquiry. See, eg *Maclean v Workers' Union* [1929] 1 Ch 602; *Leeson v General Council of Medical Education and Registration* (1889) 43 Ch D 366. In the context of decisions of clubs, the position was stated succinctly long ago in the English Court of Appeal case of *Dawkins v Antrobus* [1881-5] All ER Rep 126. We quote from the exemplary headnote:
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> > 'The court has no right to sit as a court of appeal from the decision of the members of a club duly assembled and acting according to the rules, provided that in arriving at that decision the principles of natural justice were observed, eg where a member had been expelled from the club under a rule providing for the expulsion of a member guilty of conduct injurious to the character and interests of the club, that the member in question had been given proper notice of the meeting and an opportunity to attend it and be heard, and that the charges had been made against him, and the proceedings conducted, bona fide, fairly, and in the honest exercise of the powers given to the meeting by the club. These conditions having been fulfilled, the court has no right to consider whether or not what was done by the meeting was right or whether or not what was decided was reasonable.'

[14] In Malaysia, this approach seems to have been accepted as correct — see, Justice Nik Hashim judgment in *Ng Kim Chor v HP Hochstadt & Ors*. But having considered the authorities cited, it is my view that the proposition expressed in *Lee v The Showmen's Guild of Great Britain* has limited application. As explicitly reminded by Lord Denning in that case, the court is only prepared to examine the correctness of the decision when the matter in contention involves 'the right to earn a livelihood' and it is to see that the

tribunal has given a 'correct interpretation of the rules'. It is only when these conditions arise, the courts will proceed to examine the decision on its merits to see whether the tribunal has correctly interpreted the rules otherwise, the courts will only confine itself to review the decision making process.

HAS THERE BEEN A BREACH OF NATURAL JUSTICE IN THE DECISION MAKING PROCESS?

[15] Having established the legal principles to be applied, I shall now proceed to analyse the facts of this case against these principles.

[16] Since the plaintiff has withdrawn the accusation on the failure of the Chief Stipendiary Steward to prove all the ingredients of the charge, my consideration will be confined to the issue of whether the decision making process has been complied with, taking into consideration natural justice and honesty. There is no longer any issue on the correct interpretation of the rules.

[17] In respect of the decision making process the complaint of the plaintiff centers primarily on two aspects: (1) that the plaintiff was not given an opportunity to mitigate before sentence was announced by the Racing Stewards at the appeal stage; (2) has the accusation that the Chief Stipendiary Steward, who was the prosecuting officer in the appeal, influenced the Chairman of the Racing Stewards to change his mind without consultation with other members of the Racing Stewards in hearing the appeal to re-impose the fine of RM50,000 on the second charge against the plaintiff.

[18] It is not denied by the defendant that there was an error committed by the Racing Stewards during the appeal in not granting an opportunity to the plaintiff to mitigate before sentence was announced. But on the accusation of impropriety between the Chief Stipendiary Steward and the Chairman of the Racing Stewards relating to the re-imposition of the fine the defendant vehemently denies it.

[19] On the first question concerning the error committed by the Racing Stewards, the defendant has attempted to rectify this by firstly admitting to the error soon after the decision on 20 June 2003. This was through a letter addressed to the plaintiff's solicitors dated 30 June 2003. This letter went further to inform the plaintiff that the Racing Stewards, who heard the appeal, wish to reconvene to review their decision on sentence since there was a misreading of Rule 144(5) of the MRA Racing Rules which states that it is not mandatory upon the Racing Stewards to hand down a suspension of three years upon the plaintiff being found guilty of the charge. This rule only provides disqualification for a period 'of not less than one (1) year and not more than three (3) years'. A request was then made to the plaintiff to attend this reconvened meeting to make submission on the appropriate sentence to be imposed.

[20] The plaintiff did not accede to this request by arranging to attend this review. Instead he demands the relevant remedies prayed for in encl 1.

[21] As the plaintiff and the Selangor Turf Club have agreed to be abide by the rules set out in the MRA Racing Rules, which forms part of their contract, any breach of such rules, including that involving natural justice, is a breach of the contract. But does the MRA Racing Rules provide a remedy for the party who has breached such rule to rectify the breach? The answer is in the positive. Rule 18(2)(c) MRA Racing Rules, grants the Racing Stewards 'power at their absolute discretion, on their own motion, to review where justice requires or permits, their own previous decisions'. Utilising this provision, they have expressed desire to reconvene the hearing of the appeal and had requested the plaintiff to attend. Regrettably, the plaintiff has refused to cooperate to make arrangement to do so. When a provision under the agreement permits a party who has made a mistake to rectify the breach committed, and step is taken to attempt to put this right, then this party cannot be said to have breached any terms of the agreement when the aggrieved party refused such mistake to be corrected. Here the defendant has admitted that the Racing Stewards had committed an error. Immediately the plaintiff was informed of this with a request to make arrangement to attend a reconvene meeting to rectify the mistake and to give the plaintiff a chance to address the Racing Stewards regarding the appropriate sentence to be passed.

[22] Since the plaintiff chose to ignore such move, the defendant cannot be accused of having breached any of the terms of the contract to warrant this court to find that the decision making process is flawed.

[23] On the accusation of impropriety between the Chief Stipendiary Steward and the Chairman of the Racing Steward hearing the plaintiff's appeal, there was an express denial of this by the defendant. But plaintiff's counsel points out that the defendant is not in a position to say positively that such impropriety did not take place since the defendant was not personally present to witness this. Even if the defendant had relied on records to make this denial, the defendant did not disclose the source of his information.

[24] I am surprised by this plaintiff's approach. I am of the view that if the plaintiff desired to prove the allegation of impropriety, he would have accepted the offer of the defendant to be supplied with the notes of evidence taken during the appeal before the Racing Stewards. It may contain materials to support this allegation or otherwise. But now with only a bare allegation of impropriety and a contradiction that such act did not take place, this court has no alternative but to exclude from consideration such evidence. In any event, this accusation has become a non-issue with the Racing Stewards deciding to reconvene the appeal to review their decision on sentence. But as the plaintiff has refused to accept this, the plaintiff cannot use this issue in this forum to knock out the entire disciplinary proceedings conducted by the Selangor Turf

Club against him where his guilt has been proven and the sentence, which perhaps may be changed, awaits his attendance; otherwise it would remain in the hands of the Racing Stewards to reconsider.

CONCLUSION

[25] For reasons stated above, I hereby dismiss this plaintiff's claim with costs.

Plaintiff's claim dismissed with costs.

Reported by John Paul Simon